

# **IN JOINT STOCK COMMERCIAL MORTGAGE BANK "IPOTEKA-BANK"**

## **RULES FOR ACCEPTING DEPOSITS**

### **I. GENERAL RULES**

1.1. The rules for accepting deposits in the joint-stock commercial mortgage bank “Ipoteka-Bank” (hereinafter referred to as the “Rules”) are based on the Civil Code of the Republic of Uzbekistan, the Law “On Banks and Banking Activities”, registered with the Ministry of Justice of the Republic of Uzbekistan dated July 2, 2018 under No. 3030. Developed on the basis of the provisions on the minimum requirements for the activities of commercial banks when carrying out relationships with consumers of banking services and the decision of the Central Bank of the Republic of Uzbekistan dated November 16, 2019 “On approval of an optimized procedure for carrying out certain banking operations within the framework of risk-based prudential control” No. 28/ 2.

1.2. These Rules describe the general conditions for the provision of banking deposit services in the Ipoteka-Bank JSCMB system (hereinafter referred to as the “Bank”), the procedure for processing deposits, the rights and obligations of the Bank and individuals placing deposits. (hereinafter “Depositors”) this process defines the responsibilities of the parties and is designed to inform Depositors of other terms and conditions governing the relationship between the Bank and the Depositor.

### **II. DEPOSIT REGISTRATION PROCEDURE**

2.1. The bank deposit agreement is a public contract. In the banking system, any capable individual, regardless of his citizenship, can make deposits on his own behalf and in the name of another person, manage his funds in a bank deposit account independently or through his representative, and also act as a representative for the disposal of deposits of other persons.

2.2. A bank deposit agreement is concluded in writing. The bank deposit agreement is a fixed accounting form (with the exception of deposits of individuals who have an account with the Bank on the basis of an offer (including through a mobile application)) and is filled out by a Bank employee and presented to the Depositor using a computer. . Deposit agreements concluded in violation of this provision automatically become invalid.

2.3. The bank deposit agreement between the Bank and the Depositors is concluded from the day the deposit amount is received at the bank's cash desk or the funds belonging to the deposit account are received without cash. An SMS notification is sent to the client’s mobile phone number about the receipt of the deposit and transfer to the appropriate account.

2.4. Offer-based deposits are made by accepting the offer electronically. Acceptance is considered to be actions performed by the person who received the offer within the specified period for the purpose of accepting the offer in order to fulfill the terms of the contract specified in it, unless otherwise provided or noted in legal documents or the offer. Acceptance, in turn, means that the Investor has read the terms of the agreement and accepted all the terms of the agreement.

2.5. The minimum and maximum amount of deposit in the bank is determined by the Bank independently.

2.6. According to the Bank's tariffs, the Bank charges an intermediary commission for the services provided by the Bank in accordance with the Bank's Tariffs for banking transactions related to funds in a savings account, based on written instructions from depositors or their legal representatives. representatives.

2.7. The Bank ensures the confidentiality of information about deposits in accordance with the requirements established by law. Such information may be provided to third parties subject to strict compliance with the requirements of the Bank Secrecy Act.

2.8. The bank accepts deposits for the period specified in the agreement. At the end of the deposit period, the Bank pays the Depositor the full amount of his funds and interest income in the amount of interest agreed upon in this agreement, in the prescribed manner.

2.9. Interest on the deposit is accrued daily, for 365 days a year, that is, when interest is calculated monthly, they are accrued for as many days as there are days in the validity period of the deposit.

2.10. Interest on the deposit amount is accrued for the period from the morning of the day the deposit is received by the Bank until the day preceding its return to the Depositor or withdrawal from the Depositor's account for other reasons. Interest is not accrued for the period when the Bank could not use the funds in this account due to the fact that the depositor's account was blocked.

2.11. If the Depositor (or its authorized representative) receives a deposit early, interest will be paid at the prevailing demand deposit rate and interest paid to the Depositor will be deducted from the deposit amount.

2.12. If, after the end of the deposit period, the Depositor does not request the return of the deposit funds, or they are not transferred to another account, or are not transferred to another type of deposit, interest will be accrued on the deposit amount. the amount of deposit funds at the interest rate of the current deposit "on demand" until the day the deposit is returned (except for the conditions provided for by the deposit rules).

2.13. If the Depositor wishes to demand the return of savings and time deposits before the occurrence of the circumstances specified in the bank deposit agreement, he must notify the Bank of this at least one day before the date on which he plans to receive the deposit.

### **III. RIGHTS AND OBLIGATIONS OF THE BANK**

3.1. The Bank has the following rights:

3.1.1. Independent determination of deposit terms and service tariffs;

3.1.2. Sending activity on the depositor's account and other information to the depositor's mobile phone in the form of an SMS notification;

3.1.3. Require the depositor or his representative to present an identification document and receive a copy of it when opening an account and performing transactions;

3.1.4. Use of the Depositor's funds as a loan or other financial resources during the validity period of the Bank deposit;

3.1.5. Receiving remuneration in accordance with the terms of the bank for conducting banking operations with funds in a deposit account at the request of the depositor or his representative;

3.1.6. The Bank may have other rights in accordance with current legislation.

3.2. The bank is obliged:

3.2.1. Familiarize the depositor with the current deposit rules;

3.2.2. Free provision of information about deposit services before concluding agreements;

3.2.3. Publish the conditions for the provision of deposit services, information about changes in these conditions on the bank's official website, as well as their permanent placement on the bank's information stands;

3.2.4. Providing information about the guaranteed return of the deposit at the request of the depositor;

3.2.5. The bank is obliged to provide one original agreement to the consumer or his authorized representative on the day of signing the agreement for the provision of banking services.

3.2.6. Calculation of interest on savings funds in accordance with the rules of the bank and the deposit agreement;

3.2.7. Ensuring the safety of the depositor's funds in the appropriate account and their return in full with interest at the end of the storage period;

- 3.2.8. Ensuring the confidentiality of contributions in accordance with current legal documents;
- 3.2.9. Transfer of funds from a savings account to other accounts based on written instructions from depositors;
- 3.2.10. Do not impose restrictions on investors that are not provided for by law;
- 3.2.11. Do not unilaterally make changes to the terms of the deposit agreement that affect the rights and legitimate interests of the depositor;
- 3.2.12. The bank may be assigned other responsibilities in accordance with current legislation.
- 3.2.13. Citizens' deposits in banks are guaranteed in accordance with the Law of the Republic of Uzbekistan "On guarantees for the protection of citizens' deposits in banks."

#### **IV. RIGHTS AND OBLIGATIONS OF THE DEPOSITORY**

- 4.1. The depositor has the following rights:
  - 4.1.1. Free disposal of savings funds within the framework of a bank deposit agreement and other title documents,
  - 4.1.2. Receiving interest, winnings or other forms of income on bank deposits;
  - 4.1.3. Full or partial withdrawal of the deposit;
  - 4.1.4. Transfer funds from a savings account to other accounts;
  - 4.1.5. Receipt of a document confirming the registration of the deposit from the Bank;
  - 4.1.6. Free receipt of information about deposit services provided by the bank before concluding an agreement;
  - 4.1.7. Constantly familiarize yourself with the conditions for the provision of deposit services by the bank, information about changes in these conditions on the bank's official website, as well as on the bank's information stands;
  - 4.1.8. In case of failure by the Bank to fulfill its obligations to ensure the return of the deposit or deterioration of its conditions, demand from the Bank the immediate return of the deposit amount and payment of interest on it in accordance with Article 327 of the Civil Code of the Republic of Uzbekistan. and compensate for the damage caused to him;
  - 4.1.9. The depositor may have other rights in accordance with current legislation.
- 4.2. The investor is obliged:
  - 4.2.1. Providing the Bank with valid (valid on the day of presentation) documents allowing identification of the depositor and other participants in the transaction;
  - 4.2.2. Familiarize yourself with the deposit rules and deposit agreement offered by the Bank;
  - 4.2.3. While maintaining the deposit agreement in the prescribed manner, in case of loss of the deposit agreement, immediately notify the Bank about it;
  - 4.2.4. When transferring the right to dispose of a deposit to third parties, draw up a power of attorney in accordance with current legislation and clearly define the powers of the trustee in the power of attorney;
  - 4.2.5. Full compliance with current legislation and internal regulations of the Bank when transferring deposits, including transferring deposits personally or through a representative directly to the relevant cash desks of the Bank;
  - 4.2.6. Do not transfer deposit funds to persons not authorized to accept deposits, including Bank employees who are not entrusted with the task of accepting deposits;
  - 4.2.7. After the deposit funds are received by the Bank's depository office, obtain a copy of the agreement confirming acceptance of the deposit and save this agreement;
  - 4.2.8. If there is a desire to withdraw funds from savings and time deposits before the end of the storage period, he must notify the Bank about this no later than one day before the date of the intended withdrawal of the deposit;

4.2.9. Get acquainted with the announcements posted by the Bank on the official website of the Bank, as well as on the Bank's information stands, the terms of provision of banking services, information on changes in these conditions;

4.2.10. When accepting additional funds as a deposit, the depositor must present the deposit agreement and an identification document to the controller.

## **V. RESPONSIBILITY OF THE PARTIES.**

5.1. If the parties fail to fulfill their contractual obligations or perform them improperly, they are liable in accordance with the current legislation of the Republic of Uzbekistan.

5.2. The Bank is not responsible for damage caused to the depositor's funds as a result of the Depositor's failure to comply with current legislation, Bank regulations and the terms of the bank deposit agreement or violation of the law.

## **VI. FORCE MAJEURE.**

6.1 One of the parties fulfills its obligations to the other party under this agreement in cases of force majeure, i.e. situations that arise beyond the will and desire of the parties and cannot be foreseen or eliminated (decisions of the Government and the Central Bank, earthquake, flood, fire, other natural disasters, epidemics) are not responsible for their failure. Force majeure circumstances are grounds for exemption from full fulfillment of an obligation.

## **VII. OTHER CONDITIONS.**

7.1. When depositing funds and carrying out operations to withdraw funds from the deposit, the depositor or his authorized representatives are obliged to provide the Bank with documents proving his identity and other necessary documents in the manner prescribed by law.

7.2. When concluding a deposit agreement, the depositor is obliged to provide the Bank with the means of communication necessary for the Bank to provide information.

7.3. In order for a depositor to be able to manage his deposit through an authorized representative, he must issue a power of attorney to the authorized representative in the prescribed manner. The power of attorney must be executed in accordance with Chapter 10 of the Civil Code of the Republic of Uzbekistan. If the power of attorney does not indicate a validity period, then the power of attorney remains valid for one year from the date of issue.

7.4. The original power of attorney is presented to the bank; after a copy of the power of attorney is made by an official of the bank, the power of attorney is returned to the person who presented it.

7.5. If the depositor refuses the power of attorney, he must notify in writing the Bank branch where the deposit is registered. Otherwise, the Bank is not responsible for the deposit provided by proxy.

7.6. The Bank does not require additional documents when carrying out transactions on the basis of a power of attorney issued and certified by the seal of authorized bodies (usually notaries) in countries that have acceded to the Convention on Legal Assistance and Legal Relations in Civil, Family and Criminal Matters (Chisinau, October 7, 2002 .).

7.7. Powers of attorney issued in countries that have acceded to the Convention Abolishing the Requirement of Legalization for Foreign Public Documents (The Hague, October 5, 1961) must be certified with an apostille by the authority of the country where the power of attorney was issued.

7.8. 7.6 of these Rules. and 7.7 powers of attorney issued in countries that have not acceded to the Conventions are accepted by the Bank after legalization by the Ministry of Justice of the Republic of Uzbekistan in the manner established by Instruction No. 313 dated March 12, 1997.

7.9. Powers of attorney issued in foreign languages (except Russian) are accepted after their translation into the state language and notarization of the authenticity of the translator's signature.

7.10. The pledge is handed over to the heir upon presentation of the deposit agreement or mortgage book (except for cases when these documents are not presented or lost), a certificate of inheritance and an identity document.

7.11. When making a deposit on the basis of a certificate of inheritance, a Bank employee checks the details of the heir's identity document with the certificate, makes a copy of the certificate of inheritance and returns the original.

7.12. If funds are blocked on a depositor's account by decision of the investigative and inquiry authorities or by a court decision, as well as in other cases provided for by law, the Bank is obliged to notify the owner of this account in writing within one day.

To unfreeze this account, the Depositor submits a written application to the Bank branch, attaching documents that are the basis for unfreezing the account. Based on this application, the bank unfreezes the client's account, and from the next day, interest income specified in the terms of the agreement is accrued on the deposit balance.

Interest is not accrued for the period when the bank could not use the funds in this account due to the fact that the depositor's account was blocked.